

City Clerk File No. Ord. 16.039

Agenda No. 3.A 1st Reading

Agenda No. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

### CITY ORDINANCE 16.039

**TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII(PARKING, STANDING AND STOPPING) SECTION 332-31(PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) DESIGNATING PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON PEARL STREET FROM WASHINGTON STREET TO GREENE STREET**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

- Chapter 332 (Vehicles and Traffic) Article XIII(Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-31                      Parking restrictions for street cleaning purposes.  
No person shall park a vehicle upon any of the streets or sides of the streets either in whole or in part, during the hours of the days listed below.

<u>Name of Street</u>	<u>Side</u>	<u>Days of the Week</u>	<u>Hours</u>	<u>Limits</u>
Pearl St	South	Tu - Fri	6:00 a.m. to 6:30 a.m.	Washington St to Greene St
	North	M - Th	6:00 a.m. to 6:30 a.m.	Washington St to Greene St

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- This Ordinance shall take effect at the time and in the manner as provided by law.
- The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material to be inserted is underscored.

JDS:pcl  
(02.9.16)

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Municipal Engineer  
APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII(PARKING, STANDING AND STOPPING) SECTION 332-31(PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) DESIGNATING PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON PEARL STREET FROM WASHINGTON STREET TO GREENE STREET

**Initiator**

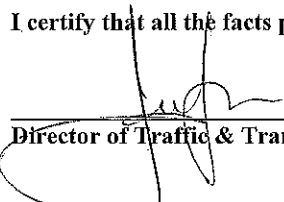
Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Barbara Deen of Mack- Cali Realty Corporation	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

AN ORDINANCE DESIGNATING PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON PEARL STREET FROM WASHINGTON STREET TO GREENE STREET

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

2/10/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

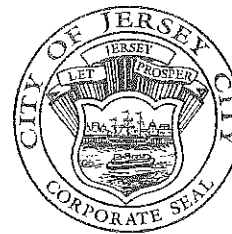
Google Maps



City Clerk File No. Ord. 16.040

Agenda No. 3-B 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

### CITY ORDINANCE 16.040

**TITLE:** AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE VII (METERED PARKING) AMENDING SECTION 332-57 (ON-STREET PERMIT PARKING ZONES) OF THE JERSEY CITY TRAFFIC CODE DESIGNATING BOTH SIDES OF PEARL STREET FROM WASHINGTON STREET TO GREENE STREET AS ON-STREET PERMIT PARKING, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 7:00 P.M.

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

- Chapter 332 (Vehicles and Traffic) Article XII (Metered Parking) of the Jersey City Code is hereby supplemented as follows:

Article VII METERED PARKING

Sec. 332-57 On-street permit parking zones.

The following public streets are established as on-street parking zones, Monday through Friday, 7:00 a.m. to 7:00 p.m.

#### On-Street Permit Parking Zones

Name of Street	Limits
Columbus Dr	From Marin Blvd to Hudson St
Hoboken Av	South side; beginning at a point 73 feet east of Oakland Av and extending to Baldwin Av North side; beginning at a point 246 feet east of Oakland Av and extending to Baldwin Av
Pearl St	<u>Washington St to Greene St</u>
Steuben St	Entire length
Warren St	From Montgomery St to Morgan St
Washington St	From Montgomery St to Columbus Dr

The monthly permit parking zone will be in effect from 7:00 a.m. to 3:00 pm., Monday through Friday, except holidays, for the following street.

Name of Street	Limits
Douglas and Arthur Memorial Dr (FKA Jersey Av)	Between Grand St and the southern terminus

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
  - This ordinance shall take effect at the time and in the manner provided by law.
  - The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
- NOTE:** All new material to be inserted is underscored.

JDS:pcl  
(02.09.16)

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED: \_\_\_\_\_

Corporation Counsel

Business Administrator

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE VII (METERED PARKING) AMENDING SECTION 332-57 (ON-STREET PERMIT PARKING ZONES) OF THE JERSEY CITY TRAFFIC CODE DESIGNATING BOTH SIDES OF PEARL STREET FROM WASHINGTON STREET TO GREENE STREET AS ON-STREET PERMIT PARKING, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 7:00 P.M.

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

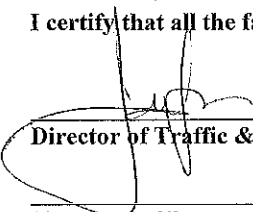
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

AN ORDINANCE DESIGNATING BOTH SIDES OF PEARL STREET FROM WASHINGTON STREET TO GREENE STREET AS ON-STREET PERMIT PARKING, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 7:00 P.M.

The On-street permit parking signs are already installed on both sides of the street.

I certify that all the facts presented herein are accurate.

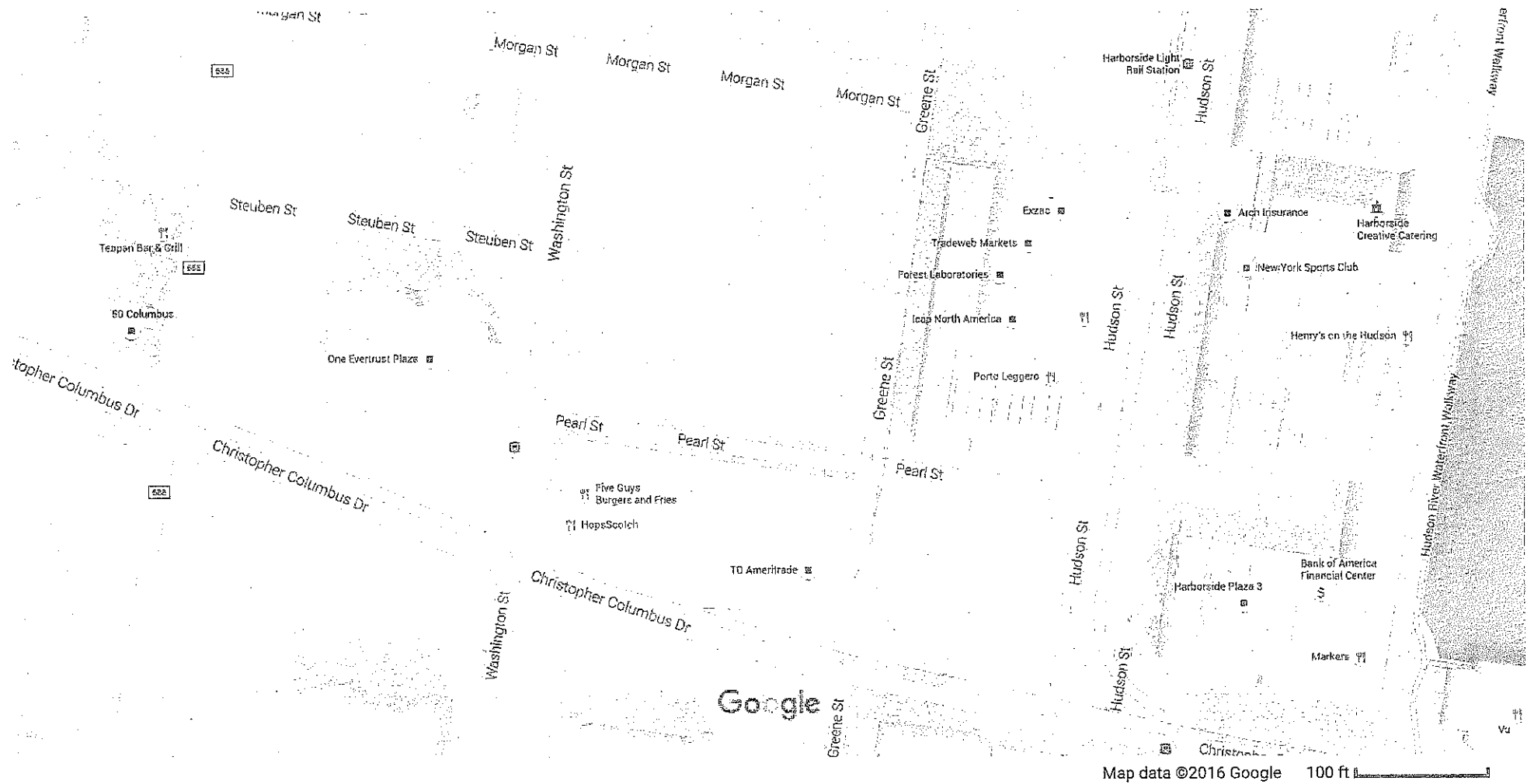
  
\_\_\_\_\_  
Director of Traffic & Transportation

2/10/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

## Google Maps



City Clerk File No. Ord. 16.041

Agenda No. 3.6 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.041

TITLE:

**ORDINANCE SUPPLEMENTING CHAPTER 99 (BARBERSHOPS AND BEAUTY PARLORS) ADDING ARTICLE III (MASSAGE, BODYWORK AND SOMATIC THERAPY ESTABLISHMENTS) OF THE JERSEY CITY CODE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

A. The following supplements to Chapter 99 (Barbershops and Beauty Parlors) are adopted:

**CHAPTER 99  
BARBERSHOPS AND BEAUTY PARLORS**

**ARTICLE III  
Massage, Bodywork and Somatic Therapy Establishments**

**Sec. 99-20. Purpose**

The City of Jersey City acknowledges that massage, bodywork and somatic therapy is a legitimate professional field that provides health benefits and that the Massage and Bodywork Therapist Licensing Act., N.J.S.A. 45:11- 53 et seq. requires licenses for all those who engage in the practice of massage, bodywork and somatic therapy. The City nevertheless finds that the practice of such therapy by untrained and unlicensed practitioners can both cause injury and illness to clients and can encourage and foster prostitution. The purpose of this ordinance is to provide standards to help assure that the practice of massage, bodywork and somatic therapy does not cause injury or disease to clients and does not degenerate into prostitution.

**Sec. 99-21. Definitions**

As used in this ordinance, the terms **MASSAGE, BODYWORK AND SOMATIC THERAPIES, MASSAGE, BODYWORK AND SOMATIC THERAPIST and MASSAGE, BODYWORK AND SOMATIC THERAPY ESTABLISHMENT** shall be defined in accordance with their definitions in the Massage and Bodywork Therapist Licensing Act., N.J.S.A. 45:11- 53 et seq.

**Sec. 99-22. Employment of unlicensed message, bodywork and somatic therapists prohibited; display of license**

- A. No person shall practice massage or related therapies as a massage, bodywork, or somatic therapist employee or otherwise in the City of Jersey City unless he or she has a valid and subsisting massage, bodywork and somatic therapist's license pursuant to the Massage and Bodywork Therapist Licensing Act., N.J.S.A. 45:11- 53 et seq.
- B. No person shall employ anyone as a massage, bodywork, or somatic therapist in the City of Jersey City unless he or she has a valid and subsisting massage, bodywork and somatic therapist's license pursuant to the Massage and Bodywork Therapist Licensing Act., N.J.S.A. 45:11- 53 et seq.

- C. The massage, bodywork or somatic therapy establishment shall display the licenses of each and every massage, bodywork and somatic therapist employed in the establishment in an open and conspicuous place on the premises of the establishment.

**Sec. 99-23. Massage and Somatic Therapy Establishments to comply with health codes of the City of Jersey City; prices and standards for establishments to be posted; sanitary requirements for establishments.**

- A. Every massage, bodywork and somatic therapy establishment shall comply with the following:
1. Every portion of the massage, bodywork and somatic therapy establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition;
  2. Price rates for all services shall be prominently posted in the reception area in a location available to all prospective customers;
  3. All employees, including massage, bodywork and somatic therapists, shall be clean and wear clean, non-transparent outer garments. Dressing rooms must be available on the premises. Doors to such dressing rooms shall open inward and shall be self-closing.
  4. All massage, bodywork and somatic therapy establishments shall be provided with clean laundered sheets and towels in sufficient quantity which shall be laundered after each use thereof and stored in a sanitary manner;
  5. All massage tables shall be disinfected after each use;
  6. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms and all other physical facilities and surfaces shall be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms or steam or vapor cabinets and shower compartments and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry, clean and sanitary;
  7. All tables, tubs, shower stalls and floors, except reception and administrative areas shall be made of nonporous materials, which may be readily disinfected. Closed containers shall be provided for used towels and waste materials;
  8. Oils, creams, lotions and other preparations used in administering massage, bodywork and somatic therapies shall be kept in clean closed containers or cabinets;
  9. Animals, except for seeing eye dogs, shall not be permitted in the massage work area;
  10. Each massage, bodywork and somatic therapist shall wash his or her hands in hot running water, using property soap or disinfectant before administering a massage, bodywork or somatic therapy to a patron; and
  11. A copy of this section shall be posted in every massage or somatic therapy establishment in a conspicuous location visible to clients of the establishment.

**Sec. 99-24. Conduct of massage, bodywork and somatic therapy**

- A. It shall be unlawful for an person knowingly, in a massage, bodywork and somatic therapy establishment to place his or her hand upon or touch with any part of his or her body, to fondle in any manner or to massage the buttocks, genital area or female



breasts of any other person, unless such massage has been ordered by a prescription signed by a licensed medical doctor, chiropractor or doctor of osteopathic medicine. No massage, bodywork and somatic therapist, employee or operator shall perform or offer to perform any act which would require the touching of the patron's buttocks, genital area or female breasts;

- B. The buttocks, genital area and female breasts of patrons must be covered by towels, cloths or undergarment when in the presence of an employee or massage, bodywork or somatic therapist;
- C. No massage, bodywork or somatic therapist shall engage in any activity which would lead a reasonable person to conclude that the activity serves the prurient interests of the client or therapist or which is for the sexual arousal or sexual gratification of the therapist or client.

**Sec. 99-25. Minor patrons**

Any patron under the age of 18 years of age must be accompanied by a parent or guardian or adult with written permission of the parent or guardian.

**Sec. 99-26. Alcoholic beverages or controlled dangerous substances prohibited**

- A. Alcoholic beverages shall not be distributed or consumed on the premises of any massage, bodywork and somatic therapy establishment certified under this Chapter.
- B. Controlled dangerous substances, as defined by the laws of the State of New Jersey shall not be distributed or consumed on the premises of any massage, bodywork and somatic therapy establishment certified pursuant to this Chapter.

**Sec. 99-27. Sleeping quarters**

No part of the quarters of any massage, bodywork and somatic therapy establishment shall be used for or connected with any bedroom or sleeping quarters nor shall any person sleep in such massage, bodywork and somatic therapy establishment except for limited periods incidental to and directly related to a massage, bodywork or somatic therapy treatment or bath. This provision shall not preclude the location of massage, bodywork and somatic therapy establishments in separately demised quarters of a building housing a hotel or other separate businesses or clubs.

**Sec. 99-28. Exceptions**

The provisions of this Chapter shall not apply to massage, bodywork or somatic therapies given:

- A. In the office of a licensed physician, chiropractor or physical therapist; or
- B. By a regularly established medical center, hospital or sanatorium having a staff which includes licensed physicians, chiropractors and/or physical therapists;
- C. By any licensed physician, chiropractor or physical therapist in the residence of his or her patient; or
- D. By a licensed barber or cosmetologist/hairstylist limited to the areas of the face, neck, scalp or upper part of the body as set forth in the Cosmetology and Hairstyling Act of 1984, N.J.S.A. 45:5B-1 et seq.

**Sec. 99-29. Violations and penalties**

In addition to the revocation or suspension of the certificate granted under this Chapter, any person who violates any provision of this Chapter shall, upon conviction, be punished by a fine of not less than \$100 no more than \$2,000 or by imprisonment in the county jail for a term not exceeding 90 days, or by a period of community service not exceeding 90 day, or any combination thereof, at the discretion of the court. Each day a particular violation occurs shall constitute a separate offense.

- C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new, therefore underling has been omitted. For purposes of advertising only, new matter is indicated by **boldface**.

TF/kk

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

## **ORDINANCE FACT SHEET – NON-CONTRACTUAL**

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### **Full Title of Ordinance/Resolution**

**ORDINANCE SUPPLEMENTING CHAPTER 99 (BARBERSHOPS AND BEAUTY PARLORS)  
ADDING ARTICLE III (MASSAGE, BODYWORK AND SOMATIC THERAPY  
ESTABLISHMENTS) OF THE JERSEY CITY CODE**

### **Initiator**

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	Sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Ordinance Purpose**

The Mayor's Quality of Life Task Force recently has dealt with a number of complaints concerning questionable businesses offering massage therapy. Residents and neighboring merchants suspect a number of these establishments are engaging in illicit activities.

The Task Force has engaged the NJ Attorney General's Office of Consumer Affairs to assist us, but the office's authority only allows it to refer cases of individuals practicing massage without a license to the state massage therapy governing board. Due to the structure of the illicit massage business, this is not enough.

The City has no reliable tools to regulate these establishments therefore the purpose of this ordinance is to establish standards for the operation of massage and bodywork therapy establishments to assure that the practice does not cause injury or disease to clients and does not become a guise for, nor degenerate into unhealthy activities.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
2/9/16  
Date

City Clerk File No. Ord. 16.042

Agenda No. 3.D 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.042

**TITLE:**

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 18704, LOT 16 COMMONLY KNOWN BY THE STREET ADDRESS OF 747 GRAND STREET**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City as an area in need of rehabilitation, and is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., also known as the Five (5) Year Exemption and Abatement Law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions; and

**WHEREAS**, Five (5) Year Tax Exemptions allow the Tax Assessor to regard the full and true value or a portion of certain improvements thereof as not increasing the full and true value of a certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, 747 Grand, LLC is the owner of Block 18704, Lot 16 on the City's Tax Map and more commonly known by the street address of 747 Grand Street, Jersey City, New Jersey; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, 747 Grand, LLC has applied for a tax exemption for a proposed five (5) story thirty-six (36) unit market rate rental residential building; and

**WHEREAS**, on January 14, 2016, the owner filed an application with the Tax Assessor to exempt the Project from taxes for five years, a copy of which is attached hereto; and

**WHEREAS**, the taxes on the improvements are estimated to be \$80,327; and

**WHEREAS**, 747 Grand, LLC proposes to pay the City staged payments for the improvements on the property, estimated as follows:

- (a) Year 1: the tax year in which the structure will be completed, no taxes on improvements;
- (b) Year 2: the second tax year, twenty percent (20%) of the taxes on the improvements, estimated to be \$16,065;
- (c) Year 3: the third tax year, forty percent (40%) of the taxes on the improvements, estimated to be \$32,131;

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION  
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,  
AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY  
DESIGNATED AS BLOCK 18704, LOT 16 COMMONLY KNOWN  
BY THE STREET ADDRESS OF 747 GRAND STREET**

- (d) Year 4: the fourth tax year, sixty percent (60%) of the taxes on the improvements, estimated to be \$48,196;
- (e) Year 5: the fifth tax year, eighty percent (80%) of the taxes on the improvements, estimated to be \$64,262;
- (f) Year 6: taxes on the improvements estimated to be \$80,327.

**WHEREAS**, the total tax to be paid over the five year term is estimated at \$160,654; and

**WHEREAS**, the Tax Assessor has determined that the full and true value of the new construction will generate an additional tax payment of \$80,327 a year; and

**WHEREAS**, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

**WHEREAS**, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the newly constructed multiple dwelling is eligible for a tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

**WHEREAS**, 747 Grand, LLC has agreed to pay \$62,280 to the City's Affordable Housing Trust Fund [ $36 \text{ units} \times \$1,500 = \$54,000$ ] and \$1.50 per square foot of parking ( $5,520 \text{ sq. ft. of parking} \times \$1.50 = \$8,280$ ); and

**WHEREAS**, on February 2, 2016, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a proposed five (5) story thirty-six (36) unit market rate rental residential building located on Block 18704, Lot 16 of the City's Tax Map and more commonly known by the street address of 747 Grand Street, is hereby approved.
2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:
  - (a) estimated tax payment on the new improvements shall be:
    - (i) Year 1: the tax year in which the structure will be completed, no taxes on improvements;
    - (ii) Year 2: the second tax year, twenty percent (20%) of the taxes on the improvements, estimated to be \$16,065;
    - (iii) Year 3: the third tax year, forty percent (40%) of the taxes on the improvements, estimated to be \$32,131;
    - (iv) Year 4: the fourth tax year, sixty percent (60%) of the taxes on the improvements, estimated to be \$48,196;

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION  
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,  
AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY  
DESIGNATED AS BLOCK 18704, LOT 16 COMMONLY KNOWN  
BY THE STREET ADDRESS OF 747 GRAND STREET**

- (v) Year 5: the fifth tax year, eighty percent (80%) of the taxes on the improvements, estimated to be \$64,262;
- (vi) Year 6: taxes on the improvements estimated to be \$80,327.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

- (b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).
  - (c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.
  - (d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.
  - (e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.
  - (f) Affordable Housing Trust Fund: \$62,280 [\$1,500 per unit (36 units) and \$1.50 per square foot of parking (5,520 sq. ft. of parking)] as a contribution.
3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
  4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
    - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
    - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
    - C. This Ordinance shall take effect at the time and in the manner provided by law.

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION  
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,  
AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY  
DESIGNATED AS BLOCK 18704, LOT 16 COMMONLY KNOWN  
BY THE STREET ADDRESS OF 747 GRAND STREET**

- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH 2/16/16

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

**Full Title of Ordinance**

An Ordinance to Approve A Five Year Tax Exemption for a Market Rate Residential Project to be Constructed by 747 Grand, LLC, An Urban Renewal Entity pursuant to the Short-term Tax Exemption Law N.J.S.A. 40A:21-1 et. seq. Designated as Block 18407 Lot 16 on the City's Tax Map and known as 747 Grand Street.

**Initiator**

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@cnj.org

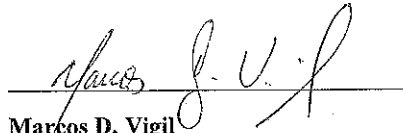
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

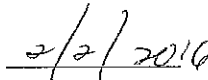
**Ordinance Purpose**

The applicant, 747 Grand, LLC, is applying for a five (5) Year tax abatement for a five (5) story thirty-six (36) unit market rate residential rental project with twenty-nine (29) parking spaces pursuant to N.J.S.A. 40 A: 21-1 et seq. The fee of \$7,200 was paid with the application.

The property known as 747 Grand Street is at the intersection of Arlington Avenue and Grand Street between Harmon and McDougall Streets. It is Block 18704 Lot 16 on the Jersey City Tax Map. The property is currently a vacant lot.

I certify that all the facts presented herein are accurate.

  
Marcos D. Vigil  
Deputy Mayor

  
Date



**DATE:** February 4, 2016

**TO:** John Hallanan (For distribution to City Council and City Clerk)

**FROM:** Al Cameron Tax Collector's Office

**SUBJECT:** FIVE-YEAR TAX ABATEMENT: 747 Grand, LLC Block 18704, Lot 16

**CC:** M. Cosgrove, E. Borja, J. Monahan, E. Toloza, M. Vigil, R. Kakoleski, G. Corrado

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**INTRODUCTION**

The applicant, 747 Grand, LLC, is applying for a five (5) Year tax abatement for a five (5) story thirty-six (36) unit market rate residential rental project with twenty-nine (29) parking spaces pursuant to N.J.S.A. 40 A: 21-1 et seq. The fee of \$7,200 was paid with the application.

**LOCATION OF THE PROPERTY:**

The property known as 747 Grand Street is at the intersection of Arlington Avenue and Grand Street between Harmon and McDougall Streets. It is Block 18704 Lot 16 on the Jersey City Tax Map. The property is currently a vacant lot.

**PROPERTY TO BE CONSTRUCTED**

The proposed project is a five (5) story thirty-six (36) unit market rate rental residential building.

The unit detail is as follows:

<u>Unit Type</u>	<u>Number of Units</u>
One Bedroom	8
Two Bedroom	28

**TOTAL CONSTRUCTION COST:**

The cost of construction is certified by the applicant's architect, Anwar Alkhatib, at \$4,350,000.

**CONSTRUCTION SCHEDULE:**

**747 Grand LLC 5-yr Mkt Rate Rental Sum (4)**  
**2/17/2016 10:12 AM**

The applicant plans to begin Construction in March 2016. Anticipated completion date is September, 2017.

**ESTIMATED JOBS CREATED:**

The applicant estimates forty (40) jobs during construction and no post-construction jobs are anticipated.

**AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:**

The applicant proposes an AHTF Contribution of \$62,280 for thirty-six (36) residential units and the square footage attributed to the twenty-nine (29) parking spaces.

**PROPOSED ABATEMENT:**

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full tax for the land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements. In year one (1) the applicant proposes no taxes on improvements. In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements. The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

**CURRENT REAL ESTATE TAXES:**

The Current assessment for the vacant land is 75,000. The tax based upon the current tax rate of \$74.82 per one thousand dollars of assessed valuation would be \$5,612. The new assessment provided by the Tax Assessor for the land is \$198,900 and the building to be constructed is \$1,073,600.

Only the tax on improvements is abated. Using that assessment at current tax rate of \$74.82 per \$1,000 of assessed valuation, the full tax on the improvements is \$80,327. The schedule below assumes a two percent (2%) annual increase in the tax rate.

See attached phase-in schedule of the tax on improvements below:

**Tax Projections on Improvements Only**

<b>747 Grand, LLC</b>						<b>Five Year</b>
<b>Year</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Totals</b>
<b>Current Tax Rate</b>	<b>74.82</b>	<b>76.32</b>	<b>77.84</b>	<b>79.40</b>	<b>80.99</b>	
<b>Full Tax on Improvements</b>	<b>80,326.75</b>	<b>81,933.29</b>	<b>83,571.95</b>	<b>85,243.39</b>	<b>86,948.26</b>	<b>418,023.64</b>
<b>Phase in %</b>	<b>0%</b>	<b>20%</b>	<b>40%</b>	<b>60%</b>	<b>80%</b>	
<b>Phase in Tax on Improvements</b>	<b>0.00</b>	<b>16,386.66</b>	<b>33,428.78</b>	<b>51,146.04</b>	<b>69,558.61</b>	<b>170,520.08</b>
<b>Exempted Tax</b>	<b>80,326.75</b>	<b>65,546.63</b>	<b>50,143.17</b>	<b>34,097.36</b>	<b>17,389.65</b>	<b>247,503.56</b>

Assumes 2% Annual Tax Rate Increase

Per Tax Assessor

Assessments

Land \$198,900

Improvements \$1,073,600

Total \$1,272,500

**PROPOSED REVENUE TO THE CITY:**

The phase-in of taxes on improvements is shown in the table above.

The total paid taxes on the improvements projected for the five-year term of the abatement are \$170,520. The total taxes exempted for the term are \$247,504 The Tax Assessor estimated the final assessment based upon information provided by the Applicant. The proposed taxes reflect an estimated annual tax increase of two percent (2%) during the period.

**747 Grand LLC 5-yr Mkt Rate Rental Sum (4)**

**2/17/2016 10:12 AM**

Grand, LLC							
Year	1	2	3	4	5	Full Tax	
Current Tax Rate	74.82	76.32	77.84	79.40	80.99	82.61	
Total Tax	95,208.45	97,112.62	99,054.87	101,035.97	103,056.69	105,117.82	
Land tax	14,881.70	15,179.33	15,482.92	15,792.58	16,108.43	16,430.60	
Tax on Improvements	80,326.75	81,933.29	83,571.95	85,243.39	86,948.26	88,687.22	
Phase in %	0%	20%	40%	60%	80%	100%	
Phase in Tax	0.00	16,386.66	33,428.78	51,146.04	69,558.61	88,687.22	
Exempted Tax	80,326.75	65,546.63	50,143.17	34,097.36	17,389.65	0.00	
Total Tax Payable	14,881.70	31,565.99	48,911.70	66,938.61	85,667.04	105,117.82	
			Assumes 2% Annual Tax Rate Increase				
Per Tax Assessor							
Assessments							
Land	\$198,900						
Improvements	\$1,073,600						
Total	\$1,272,500						

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Files\Content.Outlook\Y8W5OKTJ\Five year phase in 747 Grand LLC

Five Year
Totals
495,468.60
77,444.95
418,023.64
170,520.08
247,503.56
247,965.04

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Files\Content.Outlook\Y8W5OKTJ\Five year phase in 747 Grand LLC

747 GRAND. LLC  
 BLOCK 18704 Lot 16  
 747 Grand Avenue

18704-16

Block	Lot		Existing Assessments	New Assessment	Land Assessment Tax (Phased-In)	Land & Bldg Tax
18704	16	Land	75,000	198900	0	
		Bldg	0	1073600	1073600	
		Total	75000	1272500	1073600	

Est. In-Lieu of Full Property Tax Payments An Amount  
 Equal To A Percentage Of Taxes Otherwise Due,  
 According To The Following Billing Schedule:

Year

1	In the first full tax year after completion, no payment in lieu of taxes otherwise due;	\$14,882	\$0	\$14,882
2	In the second tax year, an amount not less than 20% of taxes otherwise due, estimated to be the sum of;	\$14,882	\$16,065	\$30,947
3	In the third tax year, an amount not less 40% of taxes otherwise due, estimated to be the sum of ;	\$14,882	\$32,131	\$47,012
4	In the fourth tax year, an amount no less than 60% of taxes otherwise due, estimated to be the sum of;	\$14,882	\$48,196	\$63,078
5	In the fifth tax year, an amount not less than 80% of taxes otherwise due, estimated to be the sum of;	\$14,882	\$64,261	\$79,143

AT THE EXPIRATION OF THE EXEMPTION, THE PROJECT'S  
 NEW IMPROVEMENT WILL GENERATE APPROXIMATELY THE SUM OF; \$80,327

Land Tax \$14,882

Total Land & Improvement @ 100% Valuation \$95,208

Note: 2015 Tax Rate \$74.82/ Thousand of A.V.  
 1/7/2016

TIER ONE (5 YEAR)  
12/15/15 - 2/16/16  
NJSA 40A:21-1 et seq  
(Multiple Dwelling, Industrial, Commercial)

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this 9<sup>th</sup> day of March, 2016, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **747 GRAND, LLC** [Applicant /Owner], whose principal place of business is 1 Daniel Court, Paramus, New Jersey 07652.

**WITNESSETH:**

**WHEREAS**, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

**WHEREAS**, the Applicant is owner of certain property located at 747 Grand Street, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 18704, Lot 16 on the Tax Assessor's Map, more commonly known by the street address of 747 Grand Street and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about January 14, 2016, the Applicant applied for a five year tax exemption to construct a new Multiple Dwelling on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

**WHEREAS**, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance 16.\_\_\_\_ on March 9, 2016.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new Multiple Dwelling [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance 16.\_\_\_\_ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$16,065;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$32,131;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$48,196; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$64,262.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

## **ARTICLE III: APPLICATION FEE**

The Applicant has paid the sum of \$7,200 to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

## **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement



of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

#### **ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID**

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

#### **ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED**

A. **Contribution.** The Entity will pay the City the sum of \$62,280 [\$1,500 per unit (36 units) and \$1.50 per square foot of parking (5,520 sq. ft. of parking)] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project,

but no later than six months after the date of the Tax Agreement; and

- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

#### **ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION**

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1<sup>st</sup> year of this agreement to the date of termination.

#### **ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

#### **ARTICLE XII: NOTICES**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

**Notice to City:**

Business Administrator  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

747 Grand Street, LLC  
1 Daniel Court  
Paramus, New Jersey 07652

With copy to:

James C. McCann, Esq.

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, New Jersey 07311

**ARTICLE XIII: GENERAL PROVISIONS**

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

**WITNESS:**

**747 GRAND STREET, LLC**

\_\_\_\_\_

BY: \_\_\_\_\_

**Amir Ben-Yohanan, Member**

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_

BY: \_\_\_\_\_

**Robert Byrne  
City Clerk**

**Robert J. Kakoleski  
Business Administrator**

## **PROJECT EMPLOYMENT & CONTRACTING AGREEMENT**

This Project Employment & Contracting Agreement is made on the 9<sup>th</sup> day of March, 2016, between the **CITY OF JERSEY CITY** [City] and **747 GRAND, LLC** having its principal office at 1 Daniel Court, Paramus, New Jersey 07652.

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.

11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the

Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

## **III. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

## **IV. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance 16.\_\_\_\_\_ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

## **V. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the

Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **VI. Good Faith Defined. Construction Jobs:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

##### **A. Initial Manning Report:**

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

##### **B. Developer's Contracting Obligations**

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker



ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

**VII. Good Faith Defined. Permanent Jobs:**

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

- A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:
  - i) whether subcontractors will be used in the hiring process.
  - ii) the specific types of jobs that need to be filled.
  - iii) the qualifications needed for these particular jobs.
  - iv) possible training programs offered by the permanent employer.
  - v) the Recipient's goals and how it plans to meet these goals.
  - vi) any other issues which need to be addressed.
- B. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from

the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.

- C. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1<sup>st</sup> day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as

the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

#### **VIII. Good Faith Defined. Business Contracts**

- A. Good Faith shall mean compliance with all of the following conditions:
  - i) Solicitation of Businesses:
    - a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
    - b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
    - c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
    - d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1<sup>st</sup> day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
- g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

#### **IX. Good Faith Defined. Commercial Tenants at the Project Site**

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1<sup>st</sup> of each year.

**X. Notices of Violation:**

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have seven (7) days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

**XI. Liquidated Damages:**

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration

of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non-compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

## **XII. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

**747 Grand, LLC**  
1 Daniel Court  
Paramus, New Jersey 07652  
Attention: Amir Ben-Yohanan

With copy to:

James C. McCann, Esq.  
Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, New Jersey 07311

and

2. When sent by the Recipient to the City, it shall be addressed to:

**City of Jersey City**  
Department of Administration  
Division of Economic Opportunity  
Project Employment & Contracting Monitor  
280 Grove Street  
Jersey City, New Jersey 07302  
Attention: Division Director

and

**Director of Jersey City Employment and Training Program, Inc**  
895 Bergen Avenue - 2<sup>nd</sup> Floor  
Jersey City, New Jersey 07306  
Attention: Executive Director

with separate copies to the Mayor and the Business Administrator.

### **XIII. Appendix**

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

### **XIV. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

### **XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.



In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
**City Clerk**

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**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**747 GRAND, LLC**

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**Amir Ben-Yohanan**  
**Managing Member**

City Clerk File No. Ord. 16.043

Agenda No. 3.E 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.043

**TITLE:**

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION  
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,  
AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY  
DESIGNATED AS BLOCK 18901, LOT 19.01 COMMONLY KNOWN  
BY THE STREET ADDRESS OF 7 BERRY ROAD**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City as an area in need of rehabilitation, and is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., also known as the Five (5) Year Exemption and Abatement Law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions; and

**WHEREAS**, Five (5) Year Tax Exemptions allow the Tax Assessor to regard the full and true value or a portion of certain improvements thereof as not increasing the full and true value of a certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, ISC, LLC is the owner of Block 18901, Lot 19.01 on the City's Tax Map and more commonly known by the street address of 7 Berry Road, Jersey City, New Jersey; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, ISC, LLC has applied for a tax exemption for a 42,000 square foot industrial warehouse building; and

**WHEREAS**, construction of the Project is complete and the Project received a Certificate of Occupancy on July 3, 2014; and

**WHEREAS**, on July 31, 2014, the owner filed an application with the Tax Assessor to exempt the Project from taxes for five years, a copy of which is attached hereto; and

**WHEREAS**, this Project's application for a tax abatement should be grandfathered under the prior Ordinance as the City has done with other projects that would have qualified when they began construction; and

**WHEREAS**, the taxes on the improvements are estimated to be \$37,410; and

**WHEREAS**, ISC, LLC proposes to pay the City staged payments for the improvements on the property, estimated as follows:

- (a) Year 1: the tax year in which the structure will be completed, no taxes on improvements;

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION  
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,  
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DESIGNATED AS BLOCK 18901, LOT 19.01 COMMONLY KNOWN  
BY THE STREET ADDRESS OF 7 BERRY ROAD**

- (b) Year 2: the second tax year, twenty percent (20%) of the taxes on the improvements, estimated to be \$7,482;
- (c) Year 3: the third tax year, forty percent (40%) of the taxes on the improvements, estimated to be \$14,964;
- (d) Year 4: the fourth tax year, sixty percent (60%) of the taxes on the improvements, estimated to be \$22,446;
- (e) Year 5: the fifth tax year, eighty percent (80%) of the taxes on the improvements, estimated to be \$29,928;
- (f) Year 6: taxes on the improvements estimated to be \$37,410.

**WHEREAS**, the total tax to be paid over the five year term is estimated at \$74,820; and

**WHEREAS**, the Tax Assessor has determined that the full and true value of the new construction will generate an additional tax payment of \$37,410 a year; and

**WHEREAS**, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

**WHEREAS**, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the newly constructed multiple dwelling is eligible for a tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

**WHEREAS**, the industrial building that ISC, LLC has constructed consists of 42,000 square feet and the applicant has agreed to pay \$.10 per square foot to the City's Affordable Housing Trust Fund, or \$4,200; and

**WHEREAS**, on February 2, 2016, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a 42,000 square foot industrial warehouse building located on Block 18901, Lot 19.01 of the City's Tax Map and more commonly known by the street address of 7 Berry Road, is hereby approved.
2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:
  - (a) estimated tax payment on the new improvements shall be:
    - (i) Year 1: the tax year in which the structure will be completed, no taxes on improvements;
    - (ii) Year 2: the second tax year, twenty percent (20%) of the taxes on the improvements, estimated to be \$7,482;

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION  
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,  
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DESIGNATED AS BLOCK 18901, LOT 19.01 COMMONLY KNOWN  
BY THE STREET ADDRESS OF 7 BERRY ROAD**

- (iii) Year 3: the third tax year, forty percent (40%) of the taxes on the improvements, estimated to be \$14,964;
- (iv) Year 4: the fourth tax year, sixty percent (60%) of the taxes on the improvements, estimated to be \$22,446;
- (v) Year 5: the fifth tax year, eighty percent (80%) of the taxes on the improvements, estimated to be \$29,928;
- (vi) Year 6: taxes on the improvements estimated to be \$37,410.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

- (b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).
  - (c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.
  - (d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.
  - (e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.
  - (f) Affordable Housing Trust Fund: for and industrial building is \$.10 square foot. The building constructed is (42,000 square feet) for a total of \$4,200.
3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
  4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION  
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,  
AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY  
DESIGNATED AS BLOCK 18901, LOT 19.01 COMMONLY KNOWN  
BY THE STREET ADDRESS OF 7 BERRY ROAD**

- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH 2/16/16

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

**Full Title of Ordinance**

**An Ordinance to Approve A Five-Year Tax Exemption for an Industrial Warehouse Project Constructed by ISC, LLC, Pursuant to the Short-term Tax Exemption Law N.J.S.A. 40A:21-1 et. seq. Designated as Block 18901 Lot 19.01 on the City's Tax Map and known as 7 Berry Road.**

**Initiator**

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@jenj.org

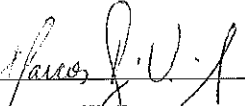
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

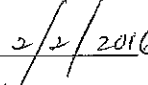
**Ordinance Purpose**

The property is located at 7 Berry Road, South of Communipaw Avenue. It is Block 18901 Lot 19. The fee of \$3,500 was paid with the application.

The project is a 42,000 square foot industrial warehouse building. Construction is complete. The applicant is leasing the building to the Ideal Supply Company an affiliated company that has expanded its operations using this new building located on an adjacent property.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Marcos D. Vigil  
Deputy Mayor

  
\_\_\_\_\_  
Date

**DATE:** February 1, 2016  
**TO:** John, Hallanan (For distribution to City Council and City Clerk)  
**FROM:** Al Cameron Tax Collector's Office  
**SUBJECT:** FIVE-YEAR TAX ABATEMENT: ISC, LLC, Block 18901, Lot 19.01 -  
To be known as 7 Berry Road

**CC:** M. Cosgrove, E. Borja, J. Monahan, E. Toloza, M. Vigil, R. Kakoleski, G. Corrado

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### **INTRODUCTION**

The applicant, ISC, LLC, is applying for a five (5) Year tax abatement for a new industrial building pursuant to N.J.S.A 40 A: 21-1 et seq. The fee of \$3,500 was paid with the application.

### **LOCATION OF THE PROPERTY:**

The property is located at 7 Berry Road South of Communipaw Avenue. It is Block 18901 Lot 19.01 on the Jersey City Tax Map.

### **PROPERTY CONSTRUCTED**

The project is a 42,000 square foot industrial warehouse building. Construction is complete. The applicant is leasing the building to the Ideal Supply Company an affiliated company that has expanded its operations using this new building located on an adjacent property.

### **TOTAL CONSTRUCTION COST:**

Donald Strittmatter, the managing member and major owner of the applicant certifies that the total construction costs were \$3,800,000 and the cost of the property, purchased from the Jersey City Redevelopment Agency was \$875,000. He further certifies that he did not use an engineer or architect during the construction period and that he is completely responsible for incurring and paying the costs.

### **CONSTRUCTION SCHEDULE:**

The applicant received building permits and began construction prior the change in the ordinance requiring a five-year abatement application be submitted before the start of construction. We have grandfathered this project under the prior Ordinance as we have done with others that would have qualified when they began construction. The project is complete and a Certificate of Occupancy was

issued on July 3, 2014.

**ESTIMATED JOBS CREATED:**

The applicant estimates Twenty (20) full-time jobs and two (2) part-time jobs were created during Construction. The applicant states that six (6) new full-time post-construction permanent employees were hired as a result of this project. Sixty-seven percent (67%) of the new hires are Jersey City residents.

**AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:**

The AHTF Contribution for an industrial building is \$.10 per square foot. The building constructed is 42,000 square feet. Since permits and a Certificate of Occupancy have been issued the full amount of \$42,000 is due with the execution of the Financial (Tax) Agreement.

**CURRENT REAL ESTATE TAXES:**

The assessment provided by the Tax Assessor for the improvements for the newly constructed building is \$500,000. Based upon that assessment at the current rate of \$74.82 the full tax on the improvements at current the rate is \$37,410.

**PROPOSED ABATEMENT:**

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full tax for the land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements. In year one (1) the applicant proposes no taxes on improvements. In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements. The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

**PROPOSED REVENUE TO THE CITY:**

A two percent (2%) annual rate increase is projected on the improvements. The initial full tax to be phased-in for the building is \$37,410 at the current rate of \$74.82 per \$1,000 of assessed valuation. The total taxes to be paid for the improvements including the projected rate increases for the five-year term of the abatement are \$79,415. The full land taxes are additional. The total taxes exempted for the term are \$115,268. The Tax Assessor estimated the final assessment based upon information provided by the applicant.



# FISCAL IMPACT ANALYSIS - COMMERCIAL

## ISC, LLC - 7 BERRY RD.

Total Municipal Budget:		516,641,147	Total Real Property Value:		5,997,768,597	Non-Residential Property Values:		2,719,182,541	Incoming Facility Non Residential Value:		800,000
			Non-Residential Value		<u>2,719,182,541</u>						
			Net Valuation Taxable		5,997,768,597						
Total Local Municipal Expenditures For Non-Residential			Proportion of Non-Residential Value to Total Net Valuation Taxable						Total Municipal Expenditures Attributable to Non-Residential Use		
193,615,935		X	0.45		=				87,127,171		
			Incoming Facility Non Residential Value		<u>800,000</u>						
			Net Valuation Taxable		5,997,768,597						
Total Municipal Expenditures Attributable to Non-Residential Use			Proportion of Facility to Total Local Non-Residential Net Valuation Taxable						Municipal Cost Allocated To Non-Residential Facility		
87,127,171		X	0.000133383		=				11,621		

TIER ONE (5 YEAR)  
12/15/15 - 2/16/16  
N.J.S.A. 40A:21-1 et seq.  
(Multiple Dwelling, Industrial, Commercial)

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this 24<sup>th</sup> day of March 9, 2016, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **ISC, LLC** [Applicant /Owner], whose principal place of business is 445 Communipaw Avenue, Jersey City, New Jersey 07304

**WITNESSETH:**

**WHEREAS**, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

**WHEREAS**, the Applicant is owner of certain property located at 7 Berry Road, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 18901, Lot 19.01 on the Tax Assessor's Map, more commonly known by the street address of 7 Berry Road and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about July 31, 2014, the Applicant applied for a five year tax exemption for a newly constructed 42,000 square foot industrial structure on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

**WHEREAS**, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance 16.\_\_\_\_ on March 9, 2016.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new industrial structure [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance 16.\_\_\_\_ which authorized the execution of this Tax Agreement [Law], subject

to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$7,482;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$14,964;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$22,446; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$29,928.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

## **ARTICLE III: APPLICATION FEE**

The Applicant has paid the sum of \$3,500 to the City as an application fee.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

## **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement

of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

#### **ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID**

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

#### **ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED**

A. **Contribution.** The Entity will pay the City the sum of \$4,200 or [\$0.10 per square foot (\$0.10 x 42,000 square feet)] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project,

but no later than six months after the date of the Tax Agreement; and

- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

#### **ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION**

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1<sup>st</sup> year of this agreement to the date of termination.

#### **ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

#### **ARTICLE XII: NOTICES**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

**Notice to City:**

Business Administrator  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

ISC, LLC  
445 Communipaw Avenue  
Jersey City, New Jersey 07304

With copy to:

Daniel G. Keough, Esq.

Ventura, Miesowitz, Keough & Warner, P.C  
783 Springfield Avenue  
Summit, New Jersey 07901

**ARTICLE XIII: GENERAL PROVISIONS**

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

**WITNESS:**

**ISC, LLC**

\_\_\_\_\_  
BY: \_\_\_\_\_

**Donald Strittmatter  
Managing Member**

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
BY: \_\_\_\_\_

**Robert Byrne  
City Clerk**

**Robert J. Kakoleski  
Business Administrator**

## **PROJECT EMPLOYMENT & CONTRACTING AGREEMENT**

This Project Employment & Contracting Agreement is made on the 9<sup>th</sup> day of March, 2016, between the **CITY OF JERSEY CITY** [City] and **ISC, LLC** having its principal office at 445 Communipaw Avenue, Jersey City, New Jersey 07304

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.

11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the



Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

## **III. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

## **IV. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance 16. \_\_\_\_\_ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

## **V. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the

Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **VI. Good Faith Defined. Construction Jobs:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

##### **A. Initial Manning Report:**

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

##### **B. Developer's Contracting Obligations**

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker

ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

**VII. Good Faith Defined. Permanent Jobs:**

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed.

B. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from

the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.

- C. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1<sup>st</sup> day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as

the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

#### **VIII. Good Faith Defined. Business Contracts**

- A. Good Faith shall mean compliance with all of the following conditions:
  - i) Solicitation of Businesses:
    - a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
    - b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
    - c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
    - d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1<sup>st</sup> day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
- g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

#### **IX. Good Faith Defined. Commercial Tenants at the Project Site**

Good Faith shall mean compliance with all of the following conditions:



- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1<sup>st</sup> of each year.

**X. Notices of Violation:**

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have seven (7) days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

**XI. Liquidated Damages:**

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration

of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non-compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

## **XII. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

**ISC, LLC**  
445 Communipaw Avenue  
Jersey City, New Jersey 07304  
Attention: Donald Strittmatter

With copy to:

Daniel G. Keough, Esq.  
Ventura, Miesowitz, Keough & Warner, P.C  
783 Springfield Avenue  
Summit, New Jersey 07901

and

2. When sent by the Recipient to the City, it shall be addressed to:

**City of Jersey City**

Department of Administration  
Division of Economic Opportunity  
Project Employment & Contracting Monitor  
280 Grove Street  
Jersey City, New Jersey 07302  
Attention: Division Director

and

**Director of Jersey City Employment and Training Program, Inc**  
895 Bergen Avenue - 2<sup>nd</sup> Floor  
Jersey City, New Jersey 07306  
Attention: Executive Director

with separate copies to the Mayor and the Business Administrator.

### **XIII. Appendix**

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

### **XIV. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

### **XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor

Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
**City Clerk**

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**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**ISC, LLC**

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**Donald Strittmatter**  
**Managing Member**

City Clerk File No. Ord. 16.044

Agenda No. 3.F 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.044

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE VIII (PERMIT PARKING) OF THE JERSEY CITY MUNICIPAL CODE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

- A. The following amendments to Chapter 332 (Vehicles and Traffic) Article VII (Metered Parking) are hereby adopted:

### VEHICLES AND TRAFFIC

#### ARTICLE VIII Permit Parking

#### §332-58. Parking Restrictions in Residential Zones.

- A. As to Zones 3, 4, 6 and 7:

No person shall park a vehicle in excess of three (3) hours; between the hours of 8:00 a.m. and 11:00 p.m., Monday through Friday, except public holidays, without a valid permit upon any of the streets or parts of streets as described below.

- ~~A/B.~~ As to all other Zones:

No person shall park a vehicle in excess of two (2) hours; between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except public holidays, without a valid permit upon any of the streets or parts of streets as described in the appropriate zone below.

#### Parking Zones 1 Through 3. No Change.

Parking Zone 4	
Name of Street	Limits
Bay St	From Washington St to Marin Blvd
First St	From Washington St to Marin Blvd
Greene St	<del>[From Grand St to Columbus Dr]</del> <u>Montgomery St to York St</u>
<del>[Hudson St]</del>	<del>[Entire length]</del>
Marin Blvd	From Columbus Dr to Sixth St
Montgomery St	From Exchange Pl to Warren St
Morgan St	From Washington St to Marin Blvd
Provost St	Entire length
Second St	From the Eastern Terminus to Marin Blvd
Steuben St (north side only)	From Marin Blvd to Warren St
Warren St	From York St to Second St
Washington St	From Columbus Dr to First St
Washington St	From Grand St to First St
York St	From Hudson St to Warren St

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC)  
ARTICLE VIII (PERMIT PARKING) OF THE JERSEY CITY MUNICIPAL CODE

**Parking Zones 5 Through 7. No Change.**

C. Through N. No Change.

**§332-58.1. Through §332-67. No Change.**

- C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- D. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- E. This ordinance shall take effect at the time and in the manner as provided by law.
- F. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined; words in [brackets] are omitted.  
For purposes of advertising only, new matter is indicated by **boldface**  
and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐